

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

**ELECTRICIAN:
INSIDE WIREMAN
CABLE SPLICER
TUNNEL WIREMAN
TUNNEL CABLE SPLICER**

IN

DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO, AND
SONOMA COUNTIES

INSIDE AGREEMENT

BETWEEN

**LOCAL UNION 551 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

AND THE

**REDWOOD EMPIRE CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION**

RECEIVED
Department of Industrial Relations

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Chief's Office

ARTICLE III

HOURS – WAGES – WORKING CONDITIONS

Section 3.01: Hours (Workday/Workweek)

(a) **Standard Work Day – Work Week**

Eight (8) hours work between the hours of 8:00 A.M., and 12:00 noon; 12:30 P.M. to 4:30 P.M., Monday through Friday with 30 minutes for lunch period shall constitute a work week.

(b) **Four Ten Option**

The option of working four ten-hour days is available Monday through Thursday, or Tuesday through Friday. Hours worked must be between 7:00 A.M. and 5:30 P.M. On this schedule, overtime (after 40 hours) on Fridays is at 1.5 the straight time rate for the first ten hours worked. Any hours worked in excess and on Sundays is paid at double the straight time rate.

- (c) When electrical employees are requested and referred to a shop or job between 8:00 A.M. and 8:30 A.M., they shall be paid from 8:00 A.M., provided they arrive at the shop or job in a reasonable amount of time, but not later than 9:30 A.M. of the same day.

(d) **Flexible Starting Times**

Flexible starting times are permissible providing the starting time is no earlier than 7:00 A.M. However, an earlier starting time between the hours of 6:00 A.M. and 7:00 A.M. is permitted if there is a majority vote taken by the employees on the job at the time the job starts when mutually agreed upon by employer and employees when the project begins.

(e) **Rest Periods**

Every Employer shall authorize and permit all employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes rest break during each four hours worked, or a major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the Employee's immediate work area. This language shall remain effective as long as, or until the State of California changes the law regarding breaks for construction workers. In the event of a change in the law, this language is subject to modification or termination by either party.

Section 3.02: Overtime/Holidays

Work performed up to two (2) hours per day either immediately prior or immediately after the regularly scheduled work hours Monday through Friday, and eight (8) hours on Saturday during regular scheduled hours

shall be paid at one and one half (1 ½) times the hourly straight time rate. All work performed outside the hours stated above and on Sundays, and the following holidays: *New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day* and/or days celebrated as such shall be paid at double the straight time hourly rate of pay. Any of the above designated holidays occurring on Saturday shall be observed on the preceding Friday, and if any of the above designated holidays occur on Sunday they shall be observed the following Monday.

Section 3.03: Labor Day

No work shall be performed on Labor Day, except in case of an emergency.

Section 3.04: Pay Day – Payroll Requirements

(a) Wages shall be paid weekly and no more than three (3) days wages may be withheld. Employers shall notify the Local Union office which day they shall determine as their pay day. The Employer shall reimburse the employee for all reasonable expenses incurred by the employee for paychecks returned by the bank due to insufficient funds. No employee shall return to work following a regular pay day if he has not received his/her wages for the previous pay period.

(b) Direct Deposit

Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

(c) Discharge – Layoff

Any employees laid off or discharged by the Employer shall be paid all his/her wages immediately. In the event he is not paid off, waiting time at the regular straight-time rate of pay, not to exceed eight (8) hours pay per day, shall be charged until payment is made. Employees laid off shall be notified at least one (1) hour previous to layoff period.

(d) Payroll Requirements

Fringe Benefits and Union Dues deductions, transmittals, and accompanying checks shall be post marked by the tenth of the month following the month covered, or received by the depository by the fifteenth of the month following the month covered.

which the labor was performed. The Redwood Empire Chapter, NECA, or its designee shall be the collection agent for this Fund.

Section 9.04: Remedy

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SUPPLEMENTAL TUNNEL AGREEMENT

Definition: This Supplemental Tunnel Agreement entered into this first day of July 1975, between Redwood Empire Chapter of the National Electrical Contractors Association, hereinafter referred to as the Employer and Local Union No. 551 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union.

This Agreement is a supplement to the basic Inside Wireman's Agreement between the parties hereto dated July 1, 1975, and hereinafter referred to as the Inside Wireman's Agreement. It is the desire of the parties hereto negotiate a supplement to the current Inside Wireman's Agreement to provide for conditions governing the tunnel construction.

This supplement shall take effect July 1, 1975 and run currently with the current Inside Wireman's Agreement. All Articles of the current Inside Wireman's Agreement shall become part of this Supplement Agreement covering tunnel construction unless those conditions are specifically modified by this Supplement.

Section 1: The following shall be a minimum rate of wages for work performed in any uncompleted tunnel or shaft:

Journeyman	100% of rate, plus \$.50 per/hr
Foreman Wireman	112.5% of Journeyman rate, plus \$.50 per/hr
General Foreman	125% of Journeyman rate plus \$.50 per/hr
Journeyman Wireman	
when cable splicing	110% of Journeyman rate plus \$.50 per/hr
Apprentice	100% of their applicable rate plus \$.50 per/hr

Apprentice shall work under the rules of the Joint Apprenticeship Committee.

Section 2: Shift work will be permissible, as set forth in ARTICLE III, Section 3.12, of the Inside Agreement.

(a) Double regular shift hourly rate of pay shall be paid for work performed on Saturday, Sunday and the following holidays: **New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day**, or days celebrated as such. Any of the above designated holidays occurring Saturday shall be observed the preceding Friday. Any holidays occurring on Sunday shall be observed on the following Monday.

Section 3: CONDITIONS OF WORK

(a) Whenever there is electrical work to be done in or about a tunnel, shaft or adit, it shall be done by the electricians receiving the established rate of pay for a minimum of two (2) hours.

(b) Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.

(c) Work on slopes or shafts where ladders or steps are used shall not be considered as "high time."

(d) Employees shall not be required to enter the heading after a blast until all requirements of the State Safety Codes have been complied with.

(e) Compensation for travel within tunnels when the shifts are scheduled to start and stop at the heading:

Distance from Entrance to Place of Work	Allowance for Travel Time
(1) up to 5,000 feet	an allowance equal to 1/4 hour at the straight time rate doubled.
(2) 5,000 to 15,000-feet	an allowance equal to 1/2 hour at the straight time rate doubled.
(3) 15,000 feet and beyond	an allowance equal to 1 hour at the straight time rate doubled.

(f) All travel time or allowances outside the regular working hours shall be computed using the regular day shift hourly rate of pay.